INFORMATION SHARING AGREEMENT

Lancashire Constabulary and Lancashire Police and Crime Commissioner

Contents

1 Introduction

This Information Sharing Agreement (ISA) has been introduced to explain and help facilitate the sharing of relevant personal data between the Chief Constable of Lancashire Constabulary and the Police and Crime Commissioner for Lancashire (PCC) ('the Parties').

This agreement has been developed with reference to the UK General Data Protection Regulation (UK GDPR), Data Protection Act 2018, the Police Reform and Social Responsibility Act 2011 and the Policing and Crime Act 2017.

This agreement has been developed to:

- Define the purposes for which the Parties have agreed to share information.
- Describe the roles and structures that will support the exchange of information between the Parties.
- Set out the legal gateway through which the information is shared.
- Describe the security procedures necessary to ensure compliance with agency specific security responsibilities and requirements.
- Describe how this arrangement will be monitored and reviewed.

The agreement in itself does not impose a duty or obligation to disclose information, nor does it establish the power to demand disclosure. However, it is recognised access to any information must not be unreasonably withheld or obstructed by the Chief Constable and/or fetter the Chief Constable's direction and control of the force.

The Parties agree that for the purposes of this agreement the term 'sharing' data means providing or disclosing data including Personal Data to another Party by any means and/or the receiving or collection of data including Personal Data from another Party by any means.

In some instances, both Parties may share data with one another; in some cases, a single Party may share data with one other Party.

Under this initiative, data sharing between the Parties is considered to be on a Controller-to-Controller basis.

2 Purpose

The purpose of this Agreement is to set out the circumstances in which data held by Lancashire Constabulary will be shared with the OPCC for Lancashire and vice versa, and the principles to be applied to ensure that such data sharing is undertaken lawfully and securely. This agreement recognises that effective joint working is vital in the prevention and detection of crime, support to victims and witnesses and meeting the expectations of the public.

The PCC is required by law to hold the Chief Constable to account for the effective and efficient policing of Lancashire. Through the legislation listed above at Section 1, the PCC is tasked to:

- Secure the maintenance of the police force for Lancashire.
- Secure that the force is efficient and effective.
- Hold the Chief Constable to account for the performance of the force and for the exercise of the functions under the direction and control of the Chief Constable.
- Set the police budget, the police share of council tax and the local 'Police and Crime Plan' which sets out the overall strategy for policing in the area.
- Monitor and take a role in police complaints (Reviews).

To successfully fulfil these functions, both parties recognise that the PCC and the OPCC will need to be supplied by Lancashire Constabulary with relevant information about policing matters. The PCC with an electoral mandate and public leadership role, will receive complaints and enquiries about policing matters and other matters within the role of the PCC that will require liaison with the Chief Constable and Lancashire Constabulary, including sharing of information to ensure public confidence and the best service to the people making complaints and enquiries.

Section 36 of the Police Reform and Social Responsibility Act 2011 (the Act) requires that the Chief Officer of Police must give the relevant elected local policing body (i.e., the PCC) such reports on policing matters that the body may require the Chief Officer to give. The Act also states that such information must be in a form (if any) specified by the elected local policing body.

Where necessary, the Chief Constable of Lancashire Constabulary will provide the OPCC access to relevant Lancashire Constabulary information technology systems, identified as necessary for the OPCC to carry out their role.

This will not only provide access to the necessary information (e.g., Intranet, performance management, HR, Finances etc.) but will ensure that costs are reduced by sharing the same technology systems.

The PCC and the OPCC will also require reports and information to be provided from Lancashire Constabulary to enable the PCC to carry out their oversight role. These reports will include:

- Financial and budgetary reporting.
- Budget planning information.
- Information about performance.
- Complaints data.
- Information on specific operational queries.
- Human resource and diversity monitoring information.
- Anti-Social behaviour data to fulfil wider community safety responsibilities.
- Information regarding change programmes and business planning.
- Complaints/Standards and reviews
- Any other information that will allow the PCC to exercise their governance role.

Where possible and appropriate, the OPCC will use nationally provided data, Lancashire Constabulary information to which it has access to, to provide information for the PCC. Reports will be requested where that information is not readily accessible or where it requires interpretation, comment, or context from the force for the PCC to use the information.

3 Powers/Legal Framework

The principal legislation that should be considered when sharing information under this agreement are:

- Police Reform and Social Responsibility Act (2011)
- Policing and Crime Act 2017

The OPCC will need to make use of police data and provide the police with data given to the OPCC to properly fulfil their respective statutory functions.

The sharing of information which includes personal data for the purposes set out within agreement will be for General Purposes. As such, the sharing will satisfy the following Processing Condition within UK GDPR Article 6(1):

- (a) the data subject has given consent to the processing of his or her personal data for one or more of the specific purposes

(c) processing is necessary for compliance with a legal obligation to which the controller is subject.

- (e) processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller.

Where Special Category Data is shared, in addition to a UK GDPR Article 6(1) Processing Condition being met, the following UK GDPR Article 9(2) Special Processing Conditions applies:

- (a) the data subject has given explicit consent to the processing of those personal data for one or more specified purposes.
- (e) processing relates to Personal Data which are manifestly made public by the data subject.
- (f) processing is necessary for the establishment, exercise, or defence of legal claims or whenever courts are acting in their judicial capacity.
- (g) processing is necessary for reasons of substantial public interest, on the basis of domestic law which shall be proportionate to the aim pursued, respect the essence of the right to data protection and provide for suitable and specific measures to safeguard the fundamental rights and the interests of the data subject.

Where Special Processing Condition (g) is chosen the following DPA Schedule 1 Part 2 substantial public interest condition applies:

- (6) Statutory etc and government purposes – the sharing is necessary for a function conferred on a person by an enactment or rule of law and is necessary for reasons of substantial public interest.
- (11) Protecting the public against dishonesty etc – the sharing is intended to protect members of the public against either dishonesty, malpractice or other seriously improper conduct, or unfitness or incompetence, or mismanagement in the administration of a body or association, or failures in services provided by a body or association; and must be carried out without the consent of the data subject so as not to prejudice those purposes; and is necessary for reasons of substantial public interest.
- (12) Regulatory requirements relating to unlawful acts and dishonesty etc – the sharing is necessary for the purposes of complying with, or assisting other persons to comply with, a regulatory requirement which involves a person taking steps to establish whether another person has committed an unlawful act, or been involved in dishonesty, malpractice or other seriously improper

conduct; in the circumstances, the Police cannot reasonably be expected to obtain the consent of the data subject to the processing; and is necessary for reasons of substantial public interest.

Where a condition in DPA Schedule 1 Part 1 or 2 both Parties have created and published an Appropriate Policy Document.

Where Criminal Offence Data is processed, compliance with UK GDPR Article 10 is also achieved by virtue of the paragraphs listed above and an Appropriate Policy Document being in place.

Where a new data and regular sharing purpose is identified which might include personal data, due consideration will be given to data protection obligations, including but not limited to the lawfulness of the sharing, the necessity to undertake a Data Protection Impact Assessment, publication of a privacy notice and the recording of the data flow.

4 The Agreement

This agreement relates to any information, personal or confidential information, irrespective of the medium in which it is held e.g., paper based, electronic, images or disc. Legal advice on this agreement should be sought in any case of doubt. It should be applied while following established and agreed processes within the signatory organisations. In line with the legislation outlined above, the following principles will be applied when sharing information between Lancashire Constabulary and the OPCC:

- The default will be to share all relevant information required for the PCC to carry out their functions in an open and transparent way.
- The provision of data will be to a level that is normally reasonable. i.e. the aggregation of data will be at a level to support the OPCC governance responsibility, but not so detailed to impact the operational independence of the Chief Constable.
- Information requests will not interfere with operational policing e.g., there should be no need to request information about individual offenders or victims, unless of high profile or public concern.
- Information requests will be proportionate, for a clearly defined purpose and will not place an unreasonable administrative burden on either party in this agreement.
- Data shall be shared using secure systems and when no longer required shall be disposed of securely.

- Lancashire Constabulary, the PCC and the OPCC will work together to resolve any differences and find an appropriate way forward for working together.
- Personal data will be shared when it is the only effective way to allow the parties to fulfil their respective roles.
- When practicable, personal data will be anonymised or pseudonymised, but only where this will not impact on the ability of the parties to fulfil their statutory functions.
- The data will not be further shared without the other party's consent, and then only to organisations within the EU or EEA having similar security arrangements.
- The parties will make the data available after it is shared only to those who need to have it to carry out their functions.
- The effectiveness of this agreement will be reviewed by the parties annually.
- Special category data may also be shared pursuant to this agreement, but usual additional consideration as to the need to share it to allow the parties to fulfil their statutory obligations will be given.
- The OPCC will observe the requirements of the force regarding vetting and physical security of officers, systems, and offices where data is shared.

The DPO is the single point of contact (SPOC) for all matters related to information sharing. The SPOC will advise on the legality and practicality of sharing data. As much notice as is reasonably possible should be given to requests. However, this should be at least 10 working days for formal information requests.

All information should be provided back to the OPCC as soon as practicable in a timely manner. Some officers in the OPCC have access to force systems and have contacts with force colleagues in their area of business and will use these contacts as appropriate for less formal requests.

5 Information Security

Both Parties agree to put in place appropriate physical, technical, and organisational measures to protect any data provided to them under this agreement.

The Parties accept the requirement to ensure that any personnel who access shared Personal Data access only that information which is necessary for their role and that they are appropriately trained so that they understand their responsibilities in relation to Personal Data and Data Protection Legislation.

Both Parties agree to maintain a high standard of operational security by having and adhering to proper security policies, including physical security policies; IT security policies and business continuity policies. The Parties agree to have contracts and systems in place to ensure that any contractors or subcontractors managing any aspect of information security or processing Personal Data as a processor on behalf of a Party, are fully aware of and abide by the security requirements set out in this agreement.

The Parties agree that any information shared under this agreement will be subject to the Government Security Classification (GSC) for protective marking of information. Unmarked documents that are shared between Lancashire Constabulary and the OPCC are presumed OFFICIAL.

Information classified as OFFICIAL includes:

- The day-to-day business of policing, including Crime records and intelligence
- The majority of public safety, criminal justice, and law enforcement activities
- Many aspects of defence, security, and resilience
- Any commercial interests, including information provided in confidence and intellectual property
- Personal information that is required to be protected under data -protection or other relevant legislation.

OFFICIAL SENSITIVE is a subcategory of OFFICIAL and denotes particularly Sensitive personal, operational, or other data where inappropriate access may have damaging consequences for the individual or organisation. If correspondence bears this marking it should NOT be shared without the express permission of the originator and in accordance with the handling instructions. It is the responsibility of each signatory to ensure that:

- Information shared is in accordance with the law
- Appropriate staff training and awareness sessions are provided in relation to this agreement
- Information is shared responsibly and in accordance with professional and ethical standards
- All information is shared, received, stored, and disposed of securely
- Any restrictions on the sharing of the information contained in the disclosure, in addition to those contained within this agreement, should be clearly noted
- Information exchanges and refusals are recorded in such a way as to provide an auditable record
- Any electronic information exchange is fully secure

- Arrangements are in place to check that this agreement, its associated working practices, and legal requirements are being adhered to
- Any data will only be used for the specific purpose for which it is shared, and recipients will not release information to any third party without obtaining the express written authority of the Lancashire Constabulary, including requests from the public
- The PCC and the OPCC must have been trained in appropriate procedures for the secure handling of Lancashire Constabulary information. Training is available and should form part of the induction process for new staff and annually thereafter.

Information will move from Lancashire Constabulary to the PCC and the OPCC via secure systems. Information will be kept on the OPCC secured shared drive, in folders which only members of the OPCC have access to. Access permissions to these folders are only granted on a 'need-to-know' basis and access to the Lancashire Constabulary network is only possible with an individual username and password.

It is not the intention of this agreement that information will be produced in a hard copy format. If the information is printed off an electronic system, it will be the party's responsibility to keep the information secure by measures such as storing documents in a locked container when not in use. Access to printed documents must be limited only to those on a valid 'need to know' basis for the information. There should also be a clear desk policy where Lancashire Constabulary information will only be accessed when needed and stored correctly and securely when not in use.

The Parties agree to have robust data breach reporting policies in place, and adhere to them, so that all Personal Data Breaches are reported immediately when such breaches become apparent. A 'Personal Data Breach' is a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data which has been transmitted or stored or processed.

If it is established that a Personal Data Breach has occurred involving shared data, the Party making the discovery shall inform the other Party within a reasonable timescale, 24 hours where possible.

6 Retention and Disposal

Each party will retain information in accordance with their Records Management Policy and retention schedule, which contains the minimum necessary period for the storage of different classes of information.

All Lancashire Constabulary data will be disposed of in line with Lancashire Constabulary data retention policies on an annual basis and / or once it is no longer needed. If information is printed off an electronic system, the PCC and OPCC will ensure that the papers will be disposed of via their confidential waste disposal system.

7 Subject Rights and Information Requests

The parties recognise that Data Subjects have rights in respect of their personal data and each Party has a responsibility to comply with the request in accordance with data protection legislation. Similarly, each party has a responsibility to respond to requests for information that it may receive, in accordance with the Freedom of Information Act or Environment Information Regulations.

Both parties agree that should they receive any request for information, such as a Freedom of Information request, Right of Access or under any other under rule of law that encompasses information provided by the other party they will consult the providing party as soon as possible, and in any case prior to the disclosure of the information, in order that the potential implications of responding to the request can be fully assessed and any necessary remedial actions initiated. In the event that a party proposes to provide or disclose information to a third party contrary to the wishes of the other party, they shall not do so without giving the other party reasonable written notice of their intentions and their reasons.

8 Accountability and Complaints

Lancashire Constabulary cannot be held responsible for breaches of this agreement by the OPCC, or complaints arising from these breaches. The OPCC is not responsible for breaches of this agreement by Lancashire Constabulary, or complaints arising from these breaches.

All information that is disclosed under this agreement remains the property of the original data owner, and partners must obtain expressed permissions from the original owner prior to further dissemination. The original data owner is responsible for the accuracy of its information and must inform partners of any subsequent changes to it.

Each party will be accountable for any misuse of the information supplied to it and the consequences of such misuse by its employees, servants, or agents. Any disclosure of information by an employee which is made in bad faith, or for motives of personal gain, will be the subject of an internal inquiry and be treated as a serious matter.

It is the responsibility of the party to ensure it complies with this agreement and any associated legislation. It is understood that breaches of this agreement could lead to the termination of this agreement, and the destruction of all previously shared information. Complaints and breaches of this agreement must be dealt with by utilising each party's established policies and procedures for breaches and complaints.

9 Administration and Review

The Lead Signatories will together review the agreement no more than twenty-four months after its implementation. The review will consider whether the agreement is still useful and fit for purpose, identify any emerging issues, and determine whether the agreement should be extended for a further period or whether to terminate it. The decision of the Lead Signatories to extend or terminate the agreement, and the reasons, will be recorded. In the event of a decision to terminate all Parties will be advised of this by the Lead Signatories with the termination to take effect one month after notice is issued.

This agreement will be made available unredacted to the public in compliance with the Freedom of Information Act 2000 in its entirety.

Date of last review: April 2024.

Signatures:

Chief Constable, Lancashire Constabulary

Print Name: CC Sacha Hatchett

Signatory:

Chief Executive, Office of the Police and Crime Commissioner for Lancashire

Print Name: Angela Harrison

Signatory: